

TC 63-35 DBE
Rev. 06/11/02

Page 3 of 4

DBE Firm Big Sandy Guardrail, Inc.

Project Code Number (PCN): 03-0708

(*) When description is limited by such as "Laying Only" "Erection Only" "Manipulation Only" etc. it should be so indicated and explained.

(**) When the quantity is not the entire amount of (Contract) or (Sub-Contract) estimate, limitations by stations must be shown or definitely designated in some suitable, positive manner.

Unit prices using Contract "worth" Unit Price should be for Bid Unit Price for work to be performed by Sub Contractor. If partial work item ie "laying only" then use agreed to price for Contract "worth" Unit Price. DBE Unit price should be for the agreed upon price for item or portion of item of contract work.

The Items to be subcontracted are as follows:

Estimate Sub Section Seq. #	Proposal Item No.	Description	Unit	Contract Quantity	Contract "Worth" Unit Price	Dollar Amount based on Contract Price	DBE Quantity	DBE Unit Price	Dollar Amount based on DBE Price
A001	20	Guardrail Steel W BM S Face BR	LF	232.0000	\$76.00	\$17,632.00	232.0000	\$76.00	\$17,632.00
A002	21	Guardrail Steel W BM S Face A	LF	100.0000	\$26.00	\$2,600.00	100.0000	\$26.00	\$2,600.00
A003	35	Guardrail Steel W BM S Face	LF	437.5000	\$11.00	\$4,812.50	437.5000	\$11.00	\$4,812.50
A004	36	Guardrail End Treatment Type 2A	EA	4.0000	\$500.00	\$2,000.00	4.0000	\$500.00	\$2,000.00
A005	37	Guardrail Con to BR End Type A	EA	4.0000	\$1,500.00	\$6,000.00	4.0000	\$1,500.00	\$6,000.00
A006	38	Remove Guardrail	LF	282.0000	\$2.00	\$564.00	282.0000	\$2.00	\$564.00
A007	44	Seeding & Protection	SY	11,186.000000	\$0.40	\$4,474.40	11,186.000000	\$0.40	\$4,474.40
A008	45	Temp Seeding & Protection	SY	559.000000	\$0.60	\$335.40	559.000000	\$0.60	\$335.40
A009	49	R/W Marker Rural Type 1	EA	4.00	\$125.00	\$500.00	4.00	\$125.00	\$500.00
A010	50	R/W Marker Municipal Type 1	EA	9.00	\$125.00	\$1,125.00	9.00	\$125.00	\$1,125.00

Comments:

Page Total \$40,043.30

\$40,043.30

KENTUCKY TRANSPORTATION CABINET
Department of Highways
Division of Construction

SUBCONTRACTOR'S CERTIFICATION RECEIPT OF BID PROPOSAL

I hereby certify that Big Sandy Guardrail, Inc. of Pikeville Ky. has
Subcontracting Company City, State
a copy of the bid proposal in the Bid Letting 10/24/03 for 03-0708
Letting Date Project Code No. (PCN)
Floyd Co. BRZ 1203 (248)
County Project Number

and will abide by the conditions set forth in said bid proposal.

B. L. Al 11-15-03 Big Sandy Guardrail, Inc.
Representative Date Subcontracting Company

Hereby recognized as an official representative of this Company, with full authority to sign, I understand and am fully aware of the conditions set forth and herein by this statement.

BUSH & BURCHETT, INC.

A KENTUCKY CORPORATION

P. O. BOX 400
ALLEN, KY 41601
(606) 874-9057
FAX (606) 874-8010

THIS AGREEMENT made this the 6 day of December, 2003 by and between **BIG SANDY GUARDRAIL, INC.** of 159 Adams Lane Pikeville, KY, HEREINAFTER called the Subcontractor, and **BUSH & BURCHETT, INC.** of Allen, Kentucky, HEREINAFTER called the Contractor. WITNESSETH: That the Subcontractor and the Contractor for the consideration hereinafter named, agree as follows:

SECTION I: The Subcontractor agrees to furnish all labor and materials and perform such work as described in SECTION IV hereof for the construction of *Floyd County BRZ 1203 (248), PCN 03-0708* in accordance with the General Specifications and Special Provisions of the Prime Contract between the *Commonwealth of Kentucky, Transportation Cabinet* and Bush & Burchett, Inc. HEREINAFTER called the OWNER and in accordance with the Drawings prepared by the state HEREINAFTER called the Engineers, all of which General Specifications, Drawings, and Special Provisions, signed by Parties hereto or identified by the Engineers, form a part of a contract between the Contractor and the Owner and hereby become a part of this Contract as fully as though attached hereto.

SECTION II: The Subcontractor agrees to complete the several portions and the whole of the work as directed by the Contractor so as not to delay the work, bearing in mind that there is a time limit and liquidated damage clause in the General Contract. In the event that liquidated damages are assessed against the contractor and they result in whole or in part from actions or inactions of the Subcontractor, the Subcontractor shall pay an amount of the liquidated damages which is proportional to the delays caused by him. The sequence of the Subcontractor's work, and the speed of the prosecution of his work, will be as directed by the Contractor's Job Superintendent. The Contractor shall not be liable to the Subcontractor for any damages or loss suffered by the Subcontractor which is occasioned and caused by the acts of any other Subcontractor or Third Parties.

SECTION III: The Contractor shall pay to the Subcontractor, as full consideration for the work and the furnishing of all labor and material, an amount equal to the unit price of the particular work done, shown and listed in Schedule attached hereto and made a part hereof, multiplied by the number of such work which the OWNER requires to be done and which are done by the Subcontractor, and to be paid as follows: On or about five (5) days after receipt by the Contractor of payments from the OWNER under the General contract for the work embraced herein, the Contractor shall pay to the Subcontractor 100% of the work, as said value is established by the unit prices in Schedule attached to this Agreement, as has been completed to the satisfaction of the OWNER by the Subcontractor up to the date of the last application for payment, less all prior payments. The retained balance will be paid by the Contractor to the Subcontractor within five (5) days after payment of the retainage to the Contractor by the OWNER.

SECTION IV: The Subcontractor and the Contractor agree that the materials to be furnished and work to be done by the Subcontractor for the furnishing of said materials and the performance of said work are as follows:

ITEM	DESCRIPTION	APP. QTY.	UNIT	UNIT PRICE	AMOUNT
20	Guardrail Steel W BM S Face BR	232	LF	\$ 76.00	\$ 17,632.00
21	Guardrail Steel W BM S Face A	100	LF	\$ 26.00	\$ 2,600.00
35	Guardrail Steel W Beam S Face	437.5	LF	\$ 11.00	\$ 4,812.50
36	Guardrail End Treatment Type 2A	4	EA	\$ 500.00	\$ 2,000.00
37	Guardrail con to BR End Type A	4	EA	\$ 1,500.00	\$ 6,000.00
38	Remove Guardrail	282	LF	\$ 2.00	\$ 564.00
44	Seeding & Protection	11186	SY	\$ 0.40	\$ 4,474.40
45	Temp Seeding & Protection	559	SY	\$ 0.60	\$ 335.40
49	R/W Marker Rural Type 1	4	EA	\$ 125.00	\$ 500.00
50	R/W Marke Municipal Type 1	9	EA	\$ 125.00	\$ 1,125.00
TOTAL SUBCONTRACT AMOUNT					\$ 40,043.30

FOR PRIME: 

1 of 4

FOR SUB: 

SECTION V: The Contractor and Subcontractor agree to be bound by the terms of the Agreement, the General and Special Provisions, Drawings, and Specifications as far as applicable to this Subcontract, and also by the following provisions:

The Subcontractor agrees: (a) To be bound to the Contractor by the terms of the General Contract between the Owner and Contractor, and the General and Special Provisions, Drawings, and Specifications, and to assume toward the Contractor all the obligations and responsibilities that he, by those documents, assumes toward the OWNER insofar as concerns the subject matter of this Agreement.

The Contractor agrees: (b) To be bound to the Subcontractor by all the obligations that the Owner assumes to the Contractor under the Agreement, General and Special Provisions, Drawings, and Specifications, and by all the provisions thereof affording remedies and redress to the Contractor from the OWNER insofar as concerns the subject matter of this Agreement.

SECTION VI: The Subcontractor expressly agrees to make and file promptly all requisite reports with Government, State, County, and Municipal Authorities, and pay when due, and accepts exclusive liability for, any tax assessment, or contribution relative to or for old age insurance, unemployment insurance, or social security levied by the Federal, State, or Municipal Government on the salaries or wages of all persons employed by the Subcontractor, or by any Subcontractor, direct or remote, under him; and this obligation shall require the Subcontractor to pay or have paid any sum or sums levied by any Governmental Authority because of use or employment of labor on the work embraced in this Contract either by the Subcontractor, or by any direct or remote Subcontractor, and from the payment of all of which the Subcontractor agrees to protect and save harmless the Contractor. Subcontractor agrees to pay all Municipal, County, State, and Federal Sales and Use Taxes and other taxes as may be required by reason of work done and material furnished under this Agreement, and shall save the Contractor harmless therefrom; Subcontractor further agrees that the cost of all such Sales and Use Taxes and other taxes have been included in this contract price.

SECTION VII: The Subcontractor assumes all risk against injury, loss, or damage to labor and/or materials furnished by him until final acceptance by the OWNER of all work embraced in this Contract, and to that end shall carry such insurance as he may deem necessary. Further, the Subcontractor shall continuously maintain adequate protection of all his work from damage until final acceptance and payment, and shall protect the OWNER'S property, the Contractor's property, and any other subcontractor's property from injury arising in connection with this contract, and shall make good any such damage or injury.

Public Liability, Personal Injury and Property Damage Insurance and Workmen's Compensation Insurance shall be carried in amounts as specified by the OWNER or in adequate amounts if not specified by the OWNER and with companies acceptable to the Contractor until the work is finally accepted by the OWNER. Certificates from the insurers shall be furnished to the Contractor, certifying policy number, expiration dates, limits, etc., and shall provide that the policies represented thereon shall neither be canceled, altered or changed until ten (10) days after actual receipt by the Contractor of written notice from the insurer of its intention to make such cancellation alteration or change.

From amounts due the Subcontractor under Section III hereof, the Contractor shall and is hereby authorized to deduct any and all amounts advanced to or for the Subcontractor by the Contractor to pay any Subcontractor's payrolls, material bills, and/or equipment bills that the Contractor has been or may hereafter be authorized by the Subcontractor to pay.

SECTION VIII: The Subcontractor shall defend, indemnify and save harmless the Contractor from and against all losses, claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recoverable against it or them by reason of any act or omission of the Subcontractor, his agent or employees, in the execution of the work or in consequence of any negligence or carelessness in guarding the same.

SECTION IX: The provisions of this Agreement shall not be binding upon the Contractor unless and until the OWNER has issued a Work Order to the Contractor, under the terms of the present General Contract, above mentioned, between the Contractor and Owner, prior to which time it is agreed that this instrument shall constitute an irrevocable offer by the Subcontractor to the Contractor.

SECTION X: This Contract includes all changes, addends, etc., to date; and takes precedence over any and all proposals, correspondence, and oral Agreements made prior to the execution of this Contract, this constituting the entire Agreement between the Parties.

FOR PRIME: JAB

FOR SUB: BK

SECTION XI: The Subcontractor agrees that it will not sublet any portion of the above work without the written approval of the Contractor; and, further, that on any portion of the above work which is sublet, it will enter into a written subcontract with the person to perform such work in a form satisfactory to the Contractor.

The Subcontractor, not more often than each month or as may be required by the Contractor shall keep the contractor informed as to the status of payment of his labor material, and equipment bills incurred on this project.

SECTION XII: The Subcontractor agrees to comply fully with the Fair Labor Standards Act of 1938, the Civil Rights Act of 1964, all applicable Executive Orders and all amendments thereto. The Subcontractor agrees not to discriminate against any employee or applicant for employment because of race, color, creed, sex or national origin, to comply fully with all provisions of law, rules, regulations and orders regarding employment, to furnish all required information and to file all necessary reports.

SECTION XIII: The Subcontractor hereby agrees he shall comply fully with the Occupational Safety and Health Administration (OSHA) Standards for the Construction Industry, 29 CFR Part 1926 and pertinent General Industry Standards, 29 CFR Part 1910, and all Revisions, Amendments, and/or Updates pertaining thereto and holds the Contractor harmless in accordance with Section VIII of this agreement. Further, by signing this agreement, the Subcontractor certifies that he is in compliance with the Hazard Communication Standards and that he shall take all necessary steps to remain in compliance for the duration of this Agreement.

SECTION XIV: The subcontractor agrees to a deduction of all monies earned their pro-rata share of the contractor's payment and performance bonds and dues for Kentucky Association of Highway Contractors.

SECTION XV: The said Parties for themselves, their heirs, representatives, successors, and assigns, do hereby agree to the full performance of this Contract.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the day and date first above written in two counterparts each of which shall, without proof or accounting for the other counterparts, be deemed an original Contract.

By-----
Joe A. Burchett, President
BUSH & BURCHETT, INC.

By Barbara Adams
BARBARA ADAMS President
BIG SANDY GUARDRAIL, INC.

BUSH & BURCHETT, INC.:

I, Vicki Ward, a Notary Public, hereby certify that the foregoing contract signed and acknowledged by
JOE A. BURCHETT, of BUSH AND BURCHETT, INC. to be his act and contract for the purposes therein set forth.

STATE OF KENTUCKY
COUNTY OF Mageffin

Witness my hand and notarial seal of office this 6 day of December 2003.

Vicki Ward
NOTARY PUBLIC, STATE AT LARGE
MY COMMISSION EXPIRES: 7-18-05

BIG SANDY GUARDRAIL, INC.:

I, Eleanor Sullivan a Notary Public, hereby certify that the foregoing contract signed and acknowledged
by Barbara Adams of BIG SANDY GUARDRAIL, INC. to be his act and contract for the
purposes therein set forth.

STATE OF KENTUCKY
COUNTY OF Pike

Witness my hand and notarial seal of office this 19th day of Nov. 2003.

Eleanor Sullivan
NOTARY PUBLIC, STATE AT LARGE
MY COMMISSION EXPIRES: 2/25/06



Commonwealth of Kentucky
Transportation Cabinet
Frankfort, Kentucky 40622

James C. Codell, III
Secretary of Transportation


Paul E. Patton
Governor

Clifford C. Linkes, P.E.
Deputy Secretary

MEMO

Date: December 10, 2003

To: Bob Lewis
Division of Construction

From: Rick Stansel 
Division of Contract Procurement

Re: Floyd County - PCN 030708
BRZ 1203 (248)
Bush & Burchett, Inc.

Accompanying this memo is your copy of the Detailed Plan/Subcontract Requests, Sub-Contract Agreements and Certificates of Insurance for this project. The established goal for this project was 4%. Contract Procurement has reviewed and approved 4.20%. A work order was issued for this project on December 8, 2003.

CC: Dexter Newman
Arthur McKee



KENTUCKY TRANSPORTATION CABINET
"PROVIDE A SAFE, EFFICIENT, ENVIRONMENTALLY SOUND, AND FISCALLY RESPONSIBLE TRANSPORTATION SYSTEM
WHICH PROMOTES ECONOMIC GROWTH AND ENHANCES THE QUALITY OF LIFE IN KENTUCKY."
"AN EQUAL OPPORTUNITY EMPLOYER M/F/D"

ACORD CERTIFICATE OF LIABILITY INSURANCE

CSR LF
BIGSA-1

DATE (MM/DD/YYYY)
11/20/03

PRODUCER

Mann Sutton and McGee, Ltd.
1353 Leestown Road
Lexington KY 40508
Phone: 859-225-3661 Fax: 859-225-8351

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Big Sandy Guard Rail, Inc.
Barbara Adams
159 Adams Lane
Pikeville, KY 41501

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: CNA Insurance Companies
INSURER B: KY Employers Mutual Insurance
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPL'GS PER POLICY <input type="checkbox"/> PRO <input type="checkbox"/> JEET <input type="checkbox"/> LOG	B1077864728	07/15/03	07/15/04	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$1,000,000 PRODUCTS - COMPOF AND \$1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	B1077864731	07/15/03	07/15/04	COMBINED SINGLE LIMIT (EA accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACCIDENT \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	300424	07/15/03	07/15/04	WORKERS COMPENSATION LIMITS EL EACH ACCIDENT \$1,000,000 EL DISEASE - FA EMPLOYEE \$1,000,000 EL DISEASE - POLICY LIMIT \$1,000,000
A	Commercial Applica	B2026041518	07/15/03	07/15/04	
A	Property Section	B2026041518	07/15/03	07/15/04	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Fence Erection Contractors: project BRZ 1203 (248) FLOYD COUNTY

CERTIFICATE HOLDER

BUSHB-1

Bush & Burchett
Mr. Joe Burchett
P. O. Box 400
Allen KY 41601

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 14 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Ben J. Mann

Laura M. Fashley

ACORD 25 (2001/08)

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